

A.G. Contract No.: KR03-1544TRN
ADOT ECS File No.: JPA 03-043
Project: 202L, Santan Freeway
Section: Elliot Rd. - Baseline Rd.
TRACS No.: H5915 01C
Budget Source Item No.: 80204

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF MESA

THIS AGREEMENT is entered into 13th May, 2004, pursuant to Arizona Revised Statutes Section 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF MESA acting by and through its MAYOR and CITY COUNCIL (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by City Charter, Article 1, Section 103 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.

3. In conjunction with the State's roadway construction improvements of SR 202L (the Santan freeway) from Elliot Road to Baseline Road, the City requests the State incorporate the following eight (8) elements into the State's construction project, all at the City's expense, herein referred to as the "Project".
1) Design and construction of Baseline Road TI additional left turn lanes, at a lump sum cost of \$78,500.00; 2) Design and construction of Guadalupe Road TI additional left turn lanes, at a lump sum cost of \$168,850.00; 3) Design and construction of Elliot Road TI additional left turn lanes, at a lump sum cost of \$91,000.00, 4) Design and construction of Elliot Road TI bridge widening for future Hawes Road TI improvements including pavement, earthwork and bridge costs, at a lump sum cost of \$365,200.00, 5) Design and construction of Quad-duct conduit at all three cross road TI's interconnect system, at an estimated cost of \$89,781.00, 6) Design and construction of miscellaneous utility enhancements including water and sewer pipes, at an estimated cost of \$593,150.00, 7) Design and construction of traffic signal enhancements, at an estimated cost of \$96,831.00.

4. A summary of costs associated with the Project, totaling \$1,640,938.00, is detailed on Exhibit A, attached hereto and made a part hereof. Items include a fixed cost of 14% for construction engineering and administration and 5% for design engineering administration. The purpose of this agreement is to define each party's responsibility.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. 26824
Filed with the Secretary of State
Date Filed: 05/13/04
Janice K. Brewer
Secretary of State
By: Timothy D. Haenewald

II. SCOPE OF WORK

1. The State will:

a. Upon execution of this agreement agree to be authorized agent for the City in association with the Project. Prepare to State and Mesa standards; design plans, specifications and other such documents and services required for the bidding and construction of the Project, and provide to the City for approval.

b. Upon execution of this agreement, invoice the City \$1,640,938.00, which includes the estimated costs of the Project, including a fixed rate of 14% for construction engineering and administration costs and a fixed rate of 5% for design engineering administration costs, as shown on Exhibit A.

c. On behalf of the City and receipt of written approval of the plans, call for bids, award one or more contracts to accomplish the Project; administer same and make all payments to the contractor(s). Confer with the City on any contract modifications related to the Project. Be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to the State.

d. Upon completion of the Project, coordinate final inspection with the City for approval and acceptance of the City's Project items, shown on Exhibit A.

e. Upon completion of the Project, will invoice or reimburse the City any difference between the amount paid by the City and the actual cost for construction of elements 5 through 7, referenced in paragraph 1.3 of the Recitals, which will include a fixed rate of 14% for construction engineering and administration costs.

2. The City will:

a. Upon execution of this agreement and receipt of an invoice, will remit to the State \$1,640,938.00, which includes the estimated costs of the Project, including a fixed rate of 14% for construction engineering and administration costs and a fixed rate of 5% for design engineering administration costs, as shown on Exhibit A.

b. Hereby designates the State as authorized agent for the City. Be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to the City.

c. Upon completion and acceptance of the Project, will reimburse the State any difference between the amount paid by the City and the actual cost for construction of elements 5 through 7, referenced in 1.3 of the Recitals, which will include a fixed rate of 14% for construction engineering and administration costs.

d. Upon completion and acceptance of the referenced Project by the parties hereto, provide maintenance for items 5 through 7 for the Project.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of the work contemplated herein and reimbursements; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to transfer of funds for the Project, with sixty days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. This agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

6. Non-Availability of Funds: Every payment obligation of the State under this contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this contract, this contract may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

7. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

8. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

For Contract Issues:

Arizona Department of
Joint Project Administration
205 South 17 Avenue, MD 616E
Phoenix, AZ 85007
FAX: (602) 712-7424

City of Mesa
City Manager's Office
PO Box 1466
Mesa, AZ 85211-1466
FAX: (480) 644-2175

For Billing Issues:

Arizona Department of Transportation
Finance - Cost Accounting
206 South 17 Avenue, MD 204B
Phoenix, AZ 85007
FAX: (602) 712-7424

City of Mesa
City Manager
PO Box 1466
Mesa, AZ 85211-1466
FAX: (480) 644-2175

9. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.



IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

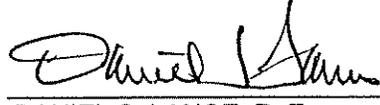
CITY OF MESA

STATE OF ARIZONA

Department of Transportation

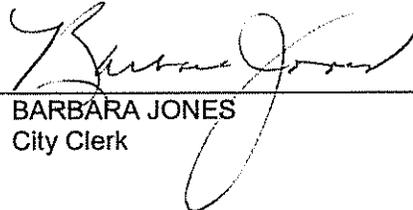
By: 

MICHAEL HUTCHINSON
City Manager

By: 

DANIEL S. LANCE, P. E.
Deputy State Engineer

ATTEST:

By: 

BARBARA JONES
City Clerk



**EXHIBIT A
 SUMMARY**

**SANTAN FREEWAY (SR 202L)
 DESCRIPTION AND COST OF PAY ITEMS FOR CITY OF MESA**

ITEM	COST			DESCRIPTION
	DESIGN	CONSTRUCTION	TOTAL	
1	See sheet 2	See sheet 2	\$78,500	Lump sum cost to design and construct additional left turn lanes at Baseline Road (Mesa/ADOT=50/50 split).
2	See sheet 3	See sheet 3	\$168,850	Lump sum cost to design and construct additional left turn lanes at Guadalupe Road (Mesa/ADOT=50/50 split).
3	See sheet 4	See sheet 4	\$91,000	Lump sum cost to design and construct additional left turn lanes at Elliot Road (Mesa/ADOT=50/50 split).
Items 1-3 SubTotal:				
			\$338,350	
4	\$17,353	\$347,847	\$365,200	Bridge widening required to accommodate the future directional interchange near Hawes Road
5	\$4,900	\$84,881	\$89,781	Conduit requested by the City to enable future crossings at all cross roads (Baseline Rd, Elliot Rd & Guadalupe Rd). (Excludes signal interconnect conduit, 1/4 of cost)
6	\$3,400	\$589,750	\$593,150	Various utility enhancements requested by the City as a part of the ADOT project.
7	\$4,000	\$92,831	\$96,831	Opticom, Uninterruptable Power Supply (UPS), Video Detection Systems and Illuminated Street Name Signs for Elliot Road, Guadalupe Road and Baseline Road. Also included is Uninterruptable Power Supply (UPS) for the SRT Phase I project.
Items 4-7 SubTotal:				
	\$29,653	\$1,115,309	\$1,144,962	
14% CONSTRUCTION ENGINEERING AND ADMINISTRATION	\$0	\$156,143	\$156,143	Construction Engineering and Administration was calculated on a percentage basis of the construction cost for Items 4 through 7.
5% DESIGN ENGINEERING ADMINISTRATION	\$1,483	\$0	\$1,483	Design Engineering Administration was calculated on a percentage basis of the design cost for Items 4 through 7.
Items 4-7 Total:				
	\$31,136	\$1,271,452	\$1,302,588	
Items 1-3 Total:				
			\$338,350	
GRAND TOTAL				
	\$31,136	\$1,271,452	\$1,640,938	

EXHIBIT A

ITEM 1 SUMMARY BACKUP

HIGHWAY SANTAN

WORK DESCRIPTION

SECTION BASELINE ROAD T.I.

Quantities for add'l WB left turn and EB right turn lanes

LENGTH N/A Level 2

PROJECT STATUS: Life Cycle Program Ultimate

ITEM	MAJOR ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
200	EARTHWORK				
	ROADWAY EXCAVATION	CU.YD.			
	DRAINAGE EXCAVATION	CU.YD.			
	BORROW	CU.YD.			
	TOTAL ITEM 200				
300 & 400	BASE AND SURFACE TREATMENT				
	CONCRETE PAVEMENT	SQ.YD.	998	\$24	\$23,952
	ASPHALT PAVEMENT	SQ.YD.	1,147	\$14	\$16,058
	TOTAL ITEM 300 & 400				\$40,010
500	DRAINAGE				
	ON-SITE	MILE			
	OFF-SITE (CULVERT EXTENSION)	L.SUM			
	PUMP STATION	EACH			
	TOTAL ITEM 500				
600	STRUCTURES				
	NUMBER OF STRUCTURES:	SQ.FT.			
	OTHER: ADDITIONAL ABUTMENT CONCRETE	CU.YD.			
	TOTAL ITEM 600				
700	TRAFFIC ENGINEERING				
	SIGNING	L.SUM			
	STRIPING	L.SUM			
	SIGNALS/LIGHTING	MILE			
	TOTAL ITEM 700				
900	INCIDENTALS				
	SLOPE PAVING	SQ.YD.	-550	\$30	-\$16,500
	WALLS (RETAINING & SOUND)	SQ.FT.	3,233	\$25	\$80,825
	MEDIAN PAVING	L.SUM			
	TOTAL ITEM 900				\$64,325
SUBTOTAL A (ITEMS 200 THRU 700 & 900)					\$104,335
OTHER ITEMS (25% OF SUBTOTAL A)					\$26,084
800	LANDSCAPING	MILE			
SUBTOTAL B (SUBTOTAL A + OTHER ITEMS + ITEM 800)					\$130,419
CONTINGENCY & ENGINEERING : CONSTRUCTION (14% OF SUBTOTAL B)					\$18,259
TOTAL ESTIMATED CONSTRUCTION COST					\$148,678
DESIGN COST (5.5%)					\$8,177
ADDITIONAL R/W		SQ.FT.	0	\$2.50	\$0
GRAND TOTAL					\$157,000
ITEM 1 LUMP SUM SUBTOTAL (50/50 SPLIT)					\$78,500

EXHIBIT A

ITEM 2 SUMMARY BACKUP

HIGHWAY SANTAN

WORK DESCRIPTION

SECTION GUADALUPE ROAD T.I.

Quantities for add'l EB left turn and EB right turn lanes

LENGTH N/A Level 1

PROJECT STATUS: Life Cycle Program Ultimate

ITEM	MAJOR ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
200	EARTHWORK ROADWAY EXCAVATION DRAINAGE EXCAVATION BORROW TOTAL ITEM 200	CU.YD. CU.YD. CU.YD.			
300 & 400	BASE AND SURFACE TREATMENT CONCRETE PAVEMENT ASPHALT PAVEMENT TOTAL ITEM 300 & 400	SQ.YD. SQ.YD.	468 490	24.00 14.00	11,232 6,860 18,092
500	DRAINAGE ON-SITE & OFF-SITE PUMP STATION TOTAL ITEM 500	MILE EACH			
600	STRUCTURES EXTRA BRIDGE DECK OTHER: TOTAL ITEM 600	SQ.FT. EACH	3,390	55.00	186,450 186,450
700	TRAFFIC ENGINEERING SIGNING LIGHTING SIGNAL TOTAL ITEM 700	MILE MILE MILE			
900	INCIDENTALS UTILITIES WALLS (RETAINING & SOUND) MAJOR ITEMS OF WORK TOTAL ITEM 900	MILE SQ.FT. L.SUM			
SUBTOTAL A (ITEMS 200 THRU 700 & 900)					204,542
OTHER ITEMS (25% OF SUBTOTAL A)					51,136
800	LANDSCAPING	MILE			
SUBTOTAL B (SUBTOTAL A + OTHER ITEMS + ITEM 800)					255,678
CONTINGENCY & ENGINEERING : CONSTRUCTION (14% OF SUBTOTAL B)					35,795
TOTAL ESTIMATED CONSTRUCTION COST					\$291,473
DESIGN COST (5.5%)					\$16,031
ADDITIONAL R/W		SQ.FT.	12,070	\$2.50	\$30,175
GRAND TOTAL					\$337,700
ITEM 2 LUMP SUM SUBTOTAL (50/50 SPLIT)					\$168,850

EXHIBIT A

ITEM 3 SUMMARY BACKUP

HIGHWAY SANTAN

WORK DESCRIPTION

SECTION ELLIOT ROAD T.I.

Quantities for add'l EB left turn lane

LENGTH N/A Level 2

PROJECT STATUS: Life Cycle Program Ultimate

ITEM	MAJOR ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
200	EARTHWORK ROADWAY EXCAVATION DRAINAGE EXCAVATION BORROW TOTAL ITEM 200	CU. YD. CU. YD. CU. YD.			
300 & 400	BASE AND SURFACE TREATMENT CONCRETE PAVEMENT ASPHALT PAVEMENT TOTAL ITEM 300 & 400	SQ. YD. SQ. YD.	1,313 1,147	\$24 \$14	\$31,512 \$16,058 \$47,570
500	DRAINAGE ON-SITE OFF-SITE (CULVERT EXTENSION) PUMP STATION TOTAL ITEM 500	MILE L.SUM EACH			
600	STRUCTURES NUMBER OF STRUCTURES: OTHER: ADDITONAL ABUTMENT CONCRETE TOTAL ITEM 600	SQ. FT. CU. YD.			
700	TRAFFIC ENGINEERING SIGNING STRIPING SIGNALS/LIGHTING TOTAL ITEM 700	L.SUM L.SUM MILE			
900	INCIDENTALS SLOPE PAVING WALLS (RETAINING & SOUND) MEDIAN PAVING TOTAL ITEM 900	SQ. YD. SQ. FT. L.SUM	-561 3,613	\$30 \$25	-\$16,830 \$90,325 \$73,495
SUBTOTAL A (ITEMS 200 THRU 700 & 900)					\$121,065
OTHER ITEMS (25% OF SUBTOTAL A)					\$30,266
800	LANDSCAPING	MILE			
SUBTOTAL B (SUBTOTAL A + OTHER ITEMS + ITEM 800)					\$151,331
CONTINGENCY & ENGINEERING : CONSTRUCTION (14% OF SUBTOTAL B)					\$21,186
TOTAL ESTIMATED CONSTRUCTION COST					\$172,517
DESIGN COST (5.5%)					\$9,488
ADDITIONAL R/W		SQ.FT.	0	\$2.50	\$0
GRAND TOTAL					\$182,000
ITEM 3 LUMP SUM SUBTOTAL (50/50 SPLIT)					\$91,000

EXHIBIT A
ITEM 4 SUMMARY BACKUP

Item No	Item Description	Unit	Quantity	Unit Price	Amount
1	ELLIOT ROAD BRIDGE LENGTHENING				
2					
3	BORROW (IN PLACE)	CU.YD.	2,650	\$ 4.50	\$ 11,925.00
4	AGGREGATE BASE, CLASS 2	CU.YD.	27	\$ 16.00	\$ 432.00
5	PORTLAND CEMENT CONCRETE PAVEMENT (13")	SQ.YD.	240	\$ 20.00	\$ 4,800.00
6	ELLIOT ROAD T.I. OP, EB STR NO. 2710 BRIDGE WIDENING	SQ.FT.	4,590	\$ 65.00	\$ 298,350.00
7					
8	SUBTOTAL CONSTRUCTION COST (1)				\$ 315,507.00
9					
10	CONSTRUCTION SURVEYING AND LAYOUT SHARE	L.SUM	1	1.50%	\$ 4,733.00
11	CONTRACTOR QUALITY CONTROL SHARE	L.SUM	1	0.75%	\$ 2,366.00
12	MOBILIZATION SHARE	L.SUM	1	8.00%	\$ 25,241.00
13					
14	SUBTOTAL CONSTRUCTION COST (2)				\$ 347,847.00
15	DESIGN ENGINEERING	L.SUM	1	5.50%	\$ 17,353.00
16	ITEM 4 SUBTOTAL				\$ 365,200.00

EXHIBIT A
ITEM 5 SUMMARY BACKUP

Item No	Item Description	Unit	Quantity	Unit Price	Amount
1	CITY OF MESA QUAD-DUCT ENHANCEMENT				
2					
3	ELECTRICAL CONDUIT (4-2" QUAD-DUCT)	L.FT.	5,320	\$ 13.00	\$ 69,160.00
4	ADOT CREDIT FOR ONE SIGNAL INTERCONNECT CONDUIT	L.FT.	(1,330)	\$ 13.00	\$ (17,290.00)
5	ELECTRICAL SYSTEM (GUADALUPE RD T.I. UP)	L.SUM	1	\$ 9,520.00	\$ 9,520.00
6	PULL BOX (COM DETAIL M-93.2)(NO. 9)	EACH	12	\$ 1,300.00	\$ 15,600.00
7					
8					
9	SUBTOTAL CONSTRUCTION COST (1)				\$ 76,990.00
10					
11	CONSTRUCTION SURVEYING AND LAYOUT SHARE	L.SUM	1	1.50%	\$ 1,155.00
12	CONTRACTOR QUALITY CONTROL SHARE	L.SUM	1	0.75%	\$ 577.00
13	MOBILIZATION SHARE	L.SUM	1	8.00%	\$ 6,159.00
14					
15	SUBTOTAL CONSTRUCTION COST (2)				\$ 84,881.00
16	DESIGN ENGINEERING	L.SUM	1		\$ 4,900.00
17	ITEM 5 SUBTOTAL				\$ 89,781.00

EXHIBIT A
ITEM 6 SUMMARY BACKUP

Item No	Item Description	Unit	Quantity	Unit Price	Amount
1	CITY OF MESA UTILITY ENHANCEMENTS				
2					
3	REMOVALS OF STRUCTURES AND OBSTRUCTIONS	L.SUM	1	\$800.00	\$ 800.00
4	GATE VALVE (10")	EACH	2	\$ 1,000.00	\$ 2,000.00
5	PROVIDE WATER SERVICE (IRRIGATION)	L.FT.	176	\$ 30.00	\$ 5,280.00
6	SEWER PLUG (DETAIL ON DWG NO. U-3.10)	EACH	2	\$ 300.00	\$ 600.00
7	UTILITY DUCT (PIPE DUCTILE IRON 16")	L.FT.	860	\$ 85.00	\$ 73,100.00
8	PIPE, DUCTILE IRON, 12"	L.FT.	128	\$ 60.00	\$ 7,680.00
9	PIPE, DUCTILE IRON, 16"	L.FT.	860	\$ 85.00	\$ 73,100.00
10	PIPE, DUCTILE IRON, 36"	L.FT.	860	\$ 170.00	\$ 146,200.00
11	MANHOLE (60 INCH WITH COATING SYSTEM)	EACH	3	\$ 2,500.00	\$ 7,500.00
12	SEWER PIPE (10") (CERAMIC-LINED DUCTILE IRON PIPE)	L.FT.	87	\$ 60.00	\$ 5,220.00
13	SEWER PIPE (42") (RCP WITH PVC)	L.FT.	883	\$ 180.00	\$ 158,940.00
14	CASING (24") (BLACK STEEL)	L.FT.	77	\$ 250.00	\$ 19,250.00
15	CASING (30") (BLACK STEEL)	L.FT.	47	\$ 300.00	\$ 14,100.00
16	CASING (48") (BLACK STEEL)	L.FT.	47	\$ 450.00	\$ 21,150.00
17					
18	SUBTOTAL CONSTRUCTION COST (1)				\$ 534,920.00
19					
20	CONSTRUCTION SURVEYING AND LAYOUT SHARE	L.SUM	1	1.50%	\$ 8,024.00
21	CONTRACTOR QUALITY CONTROL SHARE	L.SUM	1	0.75%	\$ 4,012.00
22	MOBILIZATION SHARE	L.SUM	1	8.00%	\$ 42,794.00
23					
24	SUBTOTAL CONSTRUCTION COST (2)				\$ 589,750.00
25	DESIGN ENGINEERING (ELLIOT RD 10" FORCEMAIN DESIGN) (DESIGN OF OF OTHER ENHANCEMENT IS BY SEPARATE CONTRACT)	L.SUM	1	\$ 3,400.00	\$ 3,400.00
26	ITEM 6 SUBTOTAL				\$ 593,150.00
27					

Notes: Item 2020001 is for the removal of approximately 80 LF of 10" PVC Sewer Force Main on Elliot Road for relocation under the proposed RCBC. Item 8082112 quantity has been reduced by 2/3's to reflect the total cost of the upgrade using the standard unit rate for the item.

EXHIBIT A
ITEM 7 SUMMARY BACKUP

Engineer's Estimate Version (100%)
JPA 03-43
Date: 11/09/2003

Item No	Item Description	Unit	Quantity	Unit Price	Amount
1	CITY OF MESA SIGNAL ENHANCEMENTS				
2					
3	PEDESTAL (ELECTRICAL) (TRAFFIC SIGNAL UNINTERRUPTIBLE POWER SUPPLY)	EACH	4	\$ 8,000.00	\$ 32,000.00
4	ELECTRICAL SYSTEM (INTERNALLY ILLUMINATED STREET SIGN)	EACH	5	\$ 400.00	\$ 2,000.00
5	ELECTRICAL SYSTEM (MODULAR VIDEO DETECTION CAMERA SYSTEM)	EACH	3	\$ 34,000.00	\$ 102,000.00
6	ADOT CREDIT FOR COST OF STANDARD IN-PAVEMENT LOOP DETECTORS	L.SUM	-1	\$ 56,000.00	\$ (56,000.00)
7	ELECTRICAL SYSTEM (OPTICOM SYSTEM)	EACH	3	\$ 1,400.00	\$ 4,200.00
8					
9	SUBTOTAL CONSTRUCTION COST (1)				\$ 84,200.00
10					
11	CONSTRUCTION SURVEYING AND LAYOUT SHARE	L.SUM	1	1.50%	\$ 1,263.00
12	CONTRACTOR QUALITY CONTROL SHARE	L.SUM	1	0.75%	\$ 632.00
13	MOBILIZATION SHARE	L.SUM	1	8.00%	\$ 6,736.00
14					
15	SUBTOTAL CONSTRUCTION COST (2)				\$ 92,831.00
16	DESIGN ENGINEERING	L.SUM	1		\$ 4,000.00
17	ITEM 7 SUBTOTAL				\$ 96,831.00

RESOLUTION NO. 8214

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESA, MARICOPA COUNTY, ARIZONA, APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT BETWEEN THE STATE OF ARIZONA DEPARTMENT OF TRANSPORTATION AND THE CITY OF MESA FOR THE DESIGN AND CONSTRUCTION OF FREEWAY ENHANCEMENTS ALONG THE SANTAN FREEWAY FROM ELLIOT ROAD TO BASELINE ROAD

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MESA, MARICOPA COUNTY, AS FOLLOWS:

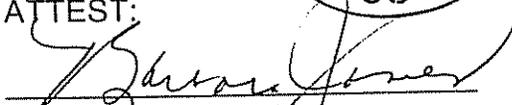
Section 1: That the cost sharing agreement between the State of Arizona Department of Transportation and the City of Mesa for the design and construction of the freeway enhancements along the Santan Freeway from Elliot Rd to Baseline Rd (ADOT JPA No. 03-043); is hereby approved.

Section 2: That the City Manager, Michael T. Hutchinson, or his designated representative, is authorized and directed to execute the agreement on behalf of the City of Mesa, and the City Clerk is authorized and directed to attest to the signature of the City Manager or his authorized designated representative thereon.

PASSED AND ADOPTED by the City Council of the City of Mesa, Maricopa County, Arizona, this 19th day of April, 2004.

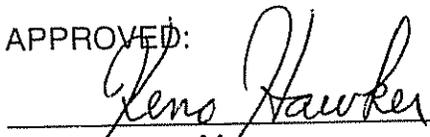


ATTEST:



City Clerk

APPROVED:



Mayor

APPROVAL OF THE CITY OF MESA ATTORNEY

I have reviewed the above referenced intergovernmental agreement between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the CITY OF MESA, an agreement among public agencies which, has been reviewed pursuant to A.R.S. section 11-951 through 11-954 and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 24th day of April, 2004.

Debra Spivack

City Attorney



OFFICE OF THE ATTORNEY GENERAL
STATE OF ARIZONA

TERRY GODDARD
ATTORNEY GENERAL

CIVIL DIVISION
TRANSPORTATION SECTION
WRITER'S DIRECT LINE: 602.542.8855

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR03-1544TRN (JPA 03-043), an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: May 10, 2004

TERRY GODDARD
Attorney General

A handwritten signature in cursive script that reads "Susan E. Davis".

SUSAN E. DAVIS
Assistant Attorney General
Transportation Section